

CONSTRUCTION DOCUMENTS – ADDENDUM 01 DAMASCUS TRAIL CENTER

DATE: November 20, 2019

Addendum 01 for the Damascus Trail Center clarifies and/or modifies the original specifications and drawings issued for bidding on October 15, 2019

BIDDING CLARIFICATIONS

A Pre-Bid Conference was held at the Damascus Town Hall on Thursday, November 14, 2019. Questions and comments, the sign-in sheet from that meeting and other relevant information are included in this addendum.

1. Refer to Drawing C1-01 Demolition Plan. The drawing has been revised to reflect the buildings that have been removed by the Town of Damascus. Contractor will be responsible for removing any remaining structures and site improvements designated for demolition.
2. Refer to Drawing C4-01 Utility and Grading Plan. The drawing has been revised to provide additional information regarding the storm water piping from the roof drains.
3. Metal stud framing **will not** be acceptable as an alternate to wood framing on any exterior wall. As the exterior wall insulation is in the cavity of the stud framing, introducing metal studs will void the continuous insulation envelope and make the building unable to comply with the Energy Code.
4. Delete the requirement for staining of pressure treated wood used for the decking. The staining will be done by Owner after the wood has sufficiently dried.
5. Refer to Drawing S1.0 – Foundation and Floor Framing Plans: At the contractor's option, all round columns P2 and DP2 may be installed as square columns P1 and DP1, respectively.
6. There is no immediately adjacent property to the site available for laydown or soil/waste disposal.
7. Both PEX and copper are acceptable materials for building plumbing.
8. Washington County Service Authority owns and installs the water meters. They will charge a tap fee to the project for that installation that will need to be part of the General Contractor's price.
9. The Town of Damascus will approve the drawings for Zoning and Flood Plain compliance and Washington County, VA will approve building plans and perform inspections. The building permit fee shall be paid by the General Contractor to Washington County, VA.
10. This project does not need to comply with the Buy American Act.
11. Attached to this Addendum are the following required forms:
 - a. Bid Bond
 - b. Performance Bond
 - c. Certification Regarding Debarment
 - d. Labor and Material Payment Bond

ATTACHMENTS

1. Bid Bond Form
2. Performance Bond Form
3. Certification Regarding Debarment Form
4. Labor and Material Payment Bond
5. Sign-In Sheet from the Pre-Bid Conference
6. Drawing C1-01, dated 11/18/19
7. Drawing C4-01, dated 11/20/19

END OF ADDENDUM 01

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Here insert full name and address or legal title of Contractor), as Principal, and

(Here insert full name and address or legal title of Surety), as Surety, are held and firmly bound unto the _____

(Here insert name and address of Public Body), as Obligee,

in the amount of _____ Dollars (\$_____) being FIVE PERCENT OF THE DOLLAR VALUE OF THE BID, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall not withdraw his bid during the period of (30 60 90) days following the opening of bids, and if his bid is accepted enter into a formal contract in accordance with the Agreement included as a part of the Contract Documents and that the Standard Performance Bond and the Standard Labor and Material Payment Bond be given, then this obligation shall be void; otherwise it shall remain in full force and effect and the Principal and Surety will be liable to the Obligee for the lesser of (1) The difference between the bid for which the bond was written and the next low bid, or (2) The face amount of the bid bond.

Signed and sealed this _____ day of _____, 20__ .

(Principal) Seal

(Witness)

By: _____
(Name and Title)

(Surety) Seal

Resident Virginia Agent

By: _____
(Attorney in Fact)

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

STATE OF _____

_____ of _____, to wit:

I, _____, a notary public in and for the _____ aforesaid, in the State aforesaid, do certify that personally appeared before me in my aforesaid and made oath that he is _____ of the _____ that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company, dated _____ and recorded in the Clerk's Office of the _____ of _____, in Deed Book No. _____, page _____, that said power of attorney has not been revoked; that the said company is legally qualified to do business in Virginia, and that the said _____ thereupon, in the name and on behalf of the said company, acknowledged the foregoing writing and its act and deed.

My term of office expires _____, 20__.

Given under my hand this _____ day of _____, 20__.

Notary Public

Registration Number

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That

(Here insert full name and address or legal title of Contractor), as Principal, and

(Here insert full name and address or legal title of Surety), as Surety, are held and firmly bound unto the _____

(Here insert name and address of Public Body), as Obligee, in the amount of

_____ Dollars

(\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Principal has by written agreement dated _____, 2018, entered into a contract with Public Body for _____ which contract is by reference expressly made a part of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract and the required warranty period is over, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

Signed and sealed this _____ day of _____, 20__.

(Principal) Seal

(Witness)

By: _____
(Name and Title)

(Surety) Seal

(Resident Virginia Agent)

By: _____
(Attorney in Fact)

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

STATE OF _____

_____ of _____ to wit:

I, _____, a notary public in and for the _____ aforesaid, in the State aforesaid, do certify that _____ personally appeared before me in my aforesaid and made oath that he is _____ of the _____ that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company, dated _____, and recorded in the Clerk's Office of the _____ of _____, in Deed Book No. _____, page _____, that said power of attorney has not been revoked; that the said company is legally qualified to do business in Virginia, (and when the contract exceeds \$100,000), that the said company is listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum is within the maximum specified for such company in said Circular 570; and that the said _____ thereupon, in the name and on behalf of the said company, acknowledged the foregoing writing as its act and deed.

My term of office expires _____, 20__.

Given under my hand this _____ day of _____, 20__.

Notary Public

Registration Number

**Certification of Bidder Regarding Debarment by Agency of
the Commonwealth of Virginia**

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Date

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH THE PERFORMANCE BOND IN FAVOR OF THE OBLIGEE, CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT. KNOW ALL MEN BY THESE PRESENTS:

That _____

(Here insert full name and address or legal title of Contractor), as Principal, and

(Here insert full name and address or legal title of Surety), as Surety, are held and firmly bound unto _____

(Here insert full name and address or legal title of Public Body), as Obligee, for the use and benefit of claimants as herein below defined, in the amount of

_____ Dollars (\$_____), for

the payment thereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Public Body for _____

_____ which contract is by reference expressly made a part of this bond. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and separately agree with the Obligees that every claimant as herein defined, who has not been paid in accordance with the terms of the Contract before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligees, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligees or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year after the date of substantial completion it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, 20__.

(Principal) Seal

(Witness)

By: _ (Name and Title)

(Surety) Seal

(Resident Virginia Agent)

By: _____
(Title)

AFFIDAVIT AND ACKNOWLEDGMENT OF SURETY

STATE OF _____

_____ of _____, to wit:

I, _____, a notary public in and for the _____ aforesaid, in the State aforesaid, do certify that _____ personally appeared before me in my _____ aforesaid and made oath that he is _____ of the _____ that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company, dated _____, and recorded in the Clerk's Office of the _____ of _____ in Deed Book No. _____, page _____, that said power of attorney has not been revoked; that the said company is legally qualified to do business in Virginia, (and when the contract exceeds \$100,000), that the said company is listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum is within the maximum specified for such company in said Circular 570; and that the said _____ thereupon, in the name and on behalf of the said company, acknowledged the foregoing writing as its act and deed.

My term of office expires _____, 20__.

Given under my hand this _____ day of _____, 20__.

Notary Public

Registration Number

DAMASCUS TRAIL CENTER
DAMASCUS, VA

PRE-BID CONFERENCE - LIST OF ATTENDEES
NOVEMBER 14, 2019
11:00 A.M.

NAME	COMPANY	EMAIL
1. David Collins	McCarty Holsapple McCarty	dcollins@mhminc.com
2. Gavin Al Blains	Town of Damascus/MRPPC	gblains@rppdc.org
3. Callen Barker	Inland Const. Inc.	callen@inlandcon.com
4. Ed TALLEY	GLADE Const Co.	ETGLADE@BVU.NET
5. David Berg	Wallberg Construction	dberg@wallbergconstruction.com
6. Tim Hoke	Wallberg Construction	thoke@wallbergconstruction.com
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